

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

PEYMAN, aka PATRICK MASACHI,  
Plaintiff,  
v.  
ELIAHO RAYHAN, as Trustee of the  
EMR Family Trust, *et al.*,  
Defendants.

Case No. 2:09-CV-01384-KJD-LRL

**ORDER**

Presently before the Court is Defendants/Counterclaimants' Motion to Enforce Settlement Agreement (#49). Plaintiff Peyman Masachi filed a response in opposition (#53) to which Defendants/Counterclaimants ("Defendants") replied (#56).

**I. Background**

On August 12, 2010, Magistrate Judge Lawrence R. Leavitt held a settlement conference between the parties. The conference was held regarding claims surrounding three limited liability companies: Lucky Kyle 106 ("Lucky Kyle"), Lucky Blue ("Lucky Blue"), and Beltway 101 ("Beltway"). Other than the fact that they met for a settlement conference, the parties disagree as to what was agreed to or discussed at the conference. Defendants believe that Plaintiff agreed to settle the Beltway 101 claim. The alleged settlement was not placed on the record. Defendants assert that

1 Plaintiff and his attorney left the settlement conference before it could be placed on the record. The  
2 magistrate judge did order the parties to file a stipulation dismissing any and all claims with regard to  
3 Beltway 101.

4 Immediately following the conference, Plaintiff's counsel stated via e-mail that Masachi  
5 believed that settlement of the Beltway 101 claim was contingent upon settlement of claims  
6 surrounding Lucky Blue. Plaintiff offered to stipulate to dismiss the Beltway 101 claims without  
7 prejudice. Defendants disagreed with Plaintiff's characterizations of the settlement negotiations and  
8 filed the present motion to enforce the settlement agreement.

## 9 II. Standard of Law and Analysis

10 The trial court has inherent authority to enforce settlement agreements between parties in  
11 pending cases. See Metronet Servs. Corp. v. U.S. West Comm'n, 329 F.3d 986, 1013-14 (9th Cir.  
12 2003). The Ninth Circuit has recognized that "it is now well established that the trial court has  
13 power to summarily enforce on motion that a settlement agreement entered into by the litigants while  
14 the litigation is pending before it." In re City Equities Anaheim, 22 F.3d 954, 957 (9th Cir.  
15 1994)(internal quotations omitted).

16 A settlement agreement is binding when the parties have a meeting of the minds as to all  
17 essential terms to resolve the case. See May v. Anderson, 119 P.3d 1254, 1258 (Nev. 2005). A  
18 settlement agreement need not be memorialized by a signed release to be enforceable. Id. at 1259.  
19 In May, the Nevada Supreme Court found:

20 Because a settlement agreement is a contract, its construction and enforcement  
21 are governed by principles of contract law. Basic contract principles require,  
22 for an enforceable contract, an offer and acceptance, meeting of the minds,  
23 and consideration . . . A contract can be formed . . . when the parties have  
24 agreed to the material terms, even though the contract's exact language is not  
25 finalized until later. Id. at 1257.

26 Here, there can be no enforcement of the alleged settlement agreement, because other than the  
magistrate judge's order directing the parties to file a stipulation to dismiss the claims related to  
Beltway 101, there is no evidence that the parties had a meeting of the minds on the essential terms

1 of the settlement. See Id. at 1258-59. The parties have not even produced evidence from which the  
2 court could determine by a preponderance of the evidence what the essential terms of the settlement  
3 would be. Therefore, the Court denies Defendants' motion to enforce the settlement agreement.

4 III. Conclusion

5 Accordingly, IT IS HEREBY ORDERED that Defendants/Counterclaimants' Motion to  
6 Enforce Settlement Agreement (#49) is **DENIED**.

7 DATED this 28<sup>th</sup> day of September 2011.

8  
9  
10 

11 Kent J. Dawson  
12 United States District Judge  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26